

Tentative Agreement Between the

RED BLUFF ELEMENTARY EDUCATORS' ASSOCIATION and the RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT

This agreement is entered into by and between the Red Bluff Elementary Educators' Association ("Association") and the Red Bluff Elementary School District ("District") and concludes successor contract negotiations and salary and benefits negotiations for the 2023/24 school year.

If not proposed for change below, the terms of the successor contract shall be those of the existing agreement (July 1, 2023 through June 30, 2025).

1. **Article I (Agreement)**

A. The contract term will be two (2) years. July 1, 2023 – June 30, 2025.

2. **Article VI (Salaries) and Article VII (Health and Welfare)**

If any other group, or individual (contracted administrators, directors, classified management, classified, etc.) receive a higher percentage increase it is agreed that the difference will be automatically matched for RBEEA unit members.

A. 4% one time – off schedule retro to July 1, 2023. To be paid to all unit members who are in current paid status.

B. Negotiations to begin by the end of August 2024.

C. If, at 1st Interim of the 2024-2025 school year, there is a material difference from the 2023-2024 Unrestricted (General Fund, Resource 0000) Ending Fund Balance (EFB) beyond the projected budgeted deficit for 2024-2025 and above the Board required 16% reserve by more than 2%, negotiations will open for the purposes of salary and benefits only.

D. 6.33 When teachers are requested but not required by the District to attend professional development on non-contact or non-duty days (i.e., during holiday or summer breaks) and if they obtain the written consent as set forth below, they shall be paid a stipend Equivalent to the daily rate of Column A, Step 1 of the Certificated Salary Schedule and ½ of the daily rate for the above for a partial day, up to or equal to four (4) hours . A partial day will be calculated at 50% of the above rate. In the event the entity or organization providing the training issues a stipend which is equal to or greater than the rate provided in this section, then the stipend shall represent the total payment for that professional development. If the stipend is less than the amount of the rate which would otherwise be provided by this section, then the difference between those two amounts shall be paid to the teacher by the

District. Teachers shall only be entitled to receive a stipend if they obtained prior written approval from the site administrator and Superintendent, with a copy provided to the Chief Business Official.

- E. 6.36 The district shall pay the monthly administration charge of the third-party administrator for tax sheltered annuities for all certificated members.

3. Article VII (Health and Welfare)

7.3 Beginning July 1, 2022, the DISTRICT shall pay the sum of \$15,000 per year to offset the combined insurance premiums for medical, dental, and vision insurance. Unit members shall pay all sums in excess of \$15,000 per year, which are required to fully pay for the combined premium for medical, dental, and vision insurance by automatic monthly payroll withdrawals. Up to 10% of the unit membership (based on seniority) shall be able to opt out of insurance as based on calculations allowed by the district's insurance carrier (California Valued Trust). Married and registered domestic partner unit members who both are covered under district insurance shall have the option of combining their district insurance commitment to a single coverage.

7.10 Retirees only – Retiring after July 1, 2006 and who meet the other provisions of the section will contribute a portion of the total premium as follows:

7.10.1 Employee Contribution – 20%

7.10.2 District Contribution – 80% of the top plan offered. This contribution will be applied to any eligible plan.

7.14 When a retired employee reaches age 65 or has paid medical benefits as outlined below, the District will cease providing the retired employee with medical benefits on a District paid basis.

7.14.1 The District agrees, for the duration of this agreement (2023-2024 and 2024-2025) to pay an annual in lieu cash payment of \$5,000 per year to any staff who fit the following criteria:

- i. Retire in the 2023-2024 (2 years) or 2024-2025 school year (1 year)
- ii. Are age 65-71 in the 2023-2024 school year

D. 7.15 – The Retiree Health Benefit duration will be as follows:

2012-2023 – 5 years

2023-2024 – 7 years

2024-2025 – 6 years

2025-2026 and ongoing – 5 years

E. 7.16 - This agreement is that Retiree Health Benefits will continue at the 5-year level with the following exceptions:

- Those retiring at the end of the 2023-2024 school year, who are at the age of 58 or older in the 2024 calendar year will be eligible for medical benefits for up to 7 years with benefits terminating at the age of Medicare eligibility.
- Unit members retiring at the end of the 2024-2025 school year who are 59 years of age or older in the 2025 calendar year will be eligible for medical benefits up to 6 years with benefits terminating at the age of Medicare eligibility.

For those unit members who choose to opt out of Retiree Health Benefits, the DISTRICT will pay an annual in lieu cash payment of \$5,000 per year of eligibility in accordance with the above table.

4. **Article VIII (Hours of Employment)**

COLLABORATION AND PLANNING TIME

- 8.8 The district will make every reasonable effort to ensure that district staff cover rostered unit members after school supervision duty that is longer than ten minutes.
- 8.9 Two afternoons that coincide with the weekly early release days per month will be dedicated for teacher-directed planning time. Two afternoons that coincide with weekly early release days per month will be site-directed collaboration. Early release days at the 6th – 8th grade level will be ½ teacher planning time and ½ site directed collaboration time. The early dismissal day prior to report cards being issued for each trimester shall be designated as planning time and used for report card preparation.
- 8.11 Monday, Thursday and Friday between 3:00 and 3:30 shall be planning time except when a unit member has afternoon duties.
- 8.13 The DISTRICT will make every reasonable effort for IEP's and other special meetings for Individuals with Exceptional Needs or behaviors (504 / I.E.P. student behaviors) to be scheduled and completed during the unit member's contract day.

CALENDAR

- 8.24 The calendar for the current school year is available on the District webpage. The salary schedule shall be based on a 183 day calendar for unit members. For the duration of this agreement, staff who complete Keenan trainings by the end of the first week of instruction will be paid 4.75 hours at the daily rate of Column A, Step 1. Payment will be made on the August paycheck.

5. **Article XI (Safety Conditions of Employment)**

- 11.2 Any condition deemed to be unsafe by a unit member shall be reported in writing to his or her immediate supervisor. Any action or response shall be provided by the

supervisor in writing within 5 school days. A copy shall be submitted to the Superintendent.

- 11.5 In the event that the DISTRICT receives any information from recognized public entity(ies)/agency(ies), that a student, his or her parents or guardian have a known, established history of dangerous, violent and/or disturbed behavior, the building administrator will forward such information to the unit member(s) of that student within 24 hours when school is in session. The unit member and principal/site administrator shall discuss student needs and a plan will be collaboratively created.
- 11.7 When a unit member is physically injured without provocation by a student, or when a credible threat of violence is leveled by a student, a discussion between the unit member, administration and/or a credentialed behavior management team member should take place immediately to determine immediate response. Administration will hand the teacher the Suspension from Class form. When appropriate and within criminal guidelines, law enforcement will be properly notified.

The following was discussed and by agreement from both parties is part of negotiations during the 2023-2024 school year.

EVALUATION SCHEDULE

13.1 Each probationary unit member shall be evaluated by the administration each year using the CSTP (Appendix L). Unit members with less than ten (10) years of service to the District will be evaluated every other year. The exception to the above is outlined in Article XIII - Improvement Plan, item 13.24. Permanent, tenured unit members with ten (10) or more years of service to the District shall be evaluated on a 4-year rotation schedule. The schedule listed below will be followed unless more frequent evaluation is deemed necessary by evaluator or employee for improvement of competency and/or performance.

13.8-B Tenured teachers with more than 15 years or more of service with the three most recent evaluations at meets or exceeds standards shall be on the following 4-year schedule:

- 1st year after the above – professional growth (Year 16)
- 2nd year off
- 3rd year professional growth
- 4th year off

13.19 - By the last working day of May the unit member will have done one of the following:

- Meet with the evaluator to reflect on goals
 - Initial meeting to identify goals
 - Mid year to discuss progress (scheduled by December break)
 - End of the year (by last working day of May)
- Submit a written summary to the evaluator
- Share learning(s) from goals during collaboration time:

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Prior to enacting any financial aspects of this TA, parties agree to complete a fully executed and signed contract updated with language from this TA.

For the Red Bluff Elementary School District:

For RBEEA:

Date: 4/25/24

4/25/24 Date:



RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT

1755 Airport Blvd. ~ Red Bluff, CA 96080 ~ Bus: (530) 527-7200 ~ Fax: (530) 527-9308

www.rbuesd.org

TEACHER REQUEST FOR SUSPENSION FROM CLASSROOM

Teacher Name: _____

Student Name: _____

I am suspending the above-named student from my classroom for the remainder of today and tomorrow as per California Education Code 48910*.

I would like to have administration present for the meeting with the parent/guardian

Y or N (circle one)

The meeting has been set for: _____
Date Time

A copy of this form has been given to Administration if they have not been requested to be at the parent meeting.

A copy of this form has been given to the teacher with the above filled out (if Administration has been requested).

*Administration understands that the students may not be placed in any unit member's classroom that has rostered students.

APPENDIX F

RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT

Professional Goals Form

For Professional Growth Year (of the evaluation cycle)

Employee _____ Bidwell Jackson Heights
 Metteer Vista

Assignment _____

PROFESSIONAL GOALS	<i>Options for Reporting</i>
Focus:	<div style="margin-bottom: 20px;"><input type="checkbox"/> Meet with the evaluator to reflect on goals</div> <div style="margin-bottom: 20px;"><input type="checkbox"/> Submit a written summary to site evaluator</div> <div><input type="checkbox"/> Share learning(s) from goals during collaboration time</div>

Goal Pre – Conference Completed	Goal Midyear Conference Completed	Goal Post Conference Completed
Unit member's signature Date	Unit member's signature Date	Unit member's signature Date
Evaluator's signature Date	Evaluator's signature Date	Evaluator's signature Date